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IN THE

Supreme Court, U.S.
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OFFICE OF THE CLERK

SUPREME COURT OF THE UNITED STATES

JAY PIRINCCI Petitioners

DENIZ PIRINCCI

Vs.

UNITED PARCEL SERVICE Respondent

On Petition For Writ of Certiorari
To The Florida State Supreme Court

Jay Pirincci
Deniz Pirincci
301 174th St.
Apt. 914
Sunny isles Beach, Fl.
33160
917-922-5460

QUESTIONS PRESENTED

1-Deceptive practices preclude any federal laws, one being the Carmack Amendment, from superseding and limiting the value of damages to goods and materials during transportation in state Motor Carriers law cases. Specifically, United Parcel Service, a major transporter of goods in the United States although denying any wrongdoing and submitting deliberately falsified information has used it's corporate name, influence and lobby power to circumvent the law.

2-Petitioner's has submitted evidence enough to overwhelm any judge or jury but was overlooked by the courts in favor of a falsified receipt or bill of lading by respondent. The judge has allowed the submittal of false documents by respondent but continually rejected, disregarded and ignored factual testimony, evidence and subpoena's to gather evidence.

3- There has been newly discovered evidence which was not

submitted earlier that will beyond the shadow of a doubt prove the intentionally deceptive acts of UPS.

In addition, there is indication and verifiable proof that submitted evidence has been tampered with and that receipts from the petitioner does not match the receipts from the respondent. There is also information that is missing from the court file which obligates and necessitates the court to take an inventory of all th evidence in the file to be reviewed again in order for judges to render a fair, just and balanced decision.

4-In motor carriers law, in order for the Carmack Amendment to apply all contracts must be fair, open, just and reasonable for and that an opportunity must be given to the shipper to choose a level of liability. There is nothing fair, just, open or reasonable about a contract that which 95% of it is in another location at the time of signing specifically on the internet, a contract where there is only one copy which can be changed by only the issuing party at any time without notice or acceptance by the other, a contract that which uses

malicious and intimidating sales tactics in order to rush and force a shipper to sign without allowing them a reasonable amount of time to read the document, a contract that which is instead of honest, open and truthful is misleading, ambiguous, confusing and deceptive. The concept of "constructive notice" is extremely one sided and unfair that needs to be reviewed, evaluated and altered to a much more equitable arrangement.

5-There has been an obstruction of justice, a withholding of evidence, misconduct by the defendants attorneys and the judges and therefore a mistrial. This is not a mere mistake or negligence in decision-making but a malicious attempt to dissuade a prose plaintiff from pursuing this case in the courts. The defense used by the respondent that "courts as a matter of fundamental fairness routinely enforce carriers limitation of liability" is a defense for the deceitful and unscrupulous knowing they are allowed to get away with it. Remember the one message that appears on the wall behind every judges in

almost every court in this country. "We only seek the truth"

6- Cases that involve the Carmack Amendment which is a federal statute must be heard in federal court.

7- Should law-abiding, honest businessmen accept unscrupulous deceptive behavior by other businesses and should the courts support their behavior in order for the general public to attain discounted rates especially in the transportation industry .

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OPINIONS BELOW

-The opinion of Supreme Court Of Florida to review the writs appears in Appendix A and is unpublished.

- The opinion of the Third District Court Of Appeals in the appeals court of Miami. Fl. to review the merits appears in Appendix B and is unpublished.

- The opinion of the Circuit Court Of The Eleventh Juducial Circuit appeals court in Miami, Florida to review the merits appears in Appendix C and is unpublished.

-The opinion of the Circuit Court Of The Eleventh Juducial Circuit court in Miami, Florida to review the merits appears in Appendix D and is unpublished.

JURISDICTION

The jurisdiction of this court is invoked under 28 U.S. C. 1257(a)

CONSTITUTIONAL AND STATUTORY PROVISIONS

United Parcel Service, despite using fraudulent and deceptive acts, unfair contracts and illegal sales tactics, has been able to take advantage and hide behind federal statutes, specifically the Carmack Amendment to circumvent and limit their responsibilities to their customers in situations where there are damaged goods and materials in providing delivery services.Case in point:

UPS denied pick-up of packages from D. Pirincci despite receipt.

UPS falsified receipts of delivery services to Jay Pirincci.

UPS created false documents of pickups and established accounts.

UPS uses unfair one-sided contracts where 95% (120 pgs) is on the internet assuming all clients are familiar with their documents at time of pickup. Contracts that only the issuer is in possession of and can be altered at their discretion. UPS has already altered their documents reducing the size of their terms and conditions and

format to 49 pages on 7/14/2009 probably because of this case without giving notice to the clients they have serviced or servicing. No contract between two separate entities have ever been allowed to be altered by one without the permission of the other or all parties. This is totally one-sided and a mockery of the whole

concept of fairness.

UPS uses unfair and intimidating sales tactics to rush clients to sign contracts without allowing them time to read their documents knowing full well that they are one of a few companies and in some rural areas the only company for service taking advantage of clients at a time of need and sometimes emergency.

All of the above pre-empt the Carmack Ammendment's application with established laws as support however the lower courts have obviously taken sides to support UPS. More concise and elaborate details of their unfair and fraudulent policies and operations have been

explained and outlined in the Statement Of The Case and The Reason For Granting Petition sections that will follow.

STATEMENT OF THE CASE

Plaintiff Deniz Pirincci employed United Parcel Service from his office in Batavia, New York to deliver 2 packages on October 6, 2005 to Jay Pirincci in Miami, Florida. The packages consisted of one garment package the size being 30" x 36"and the second a cardboard box the size being 18' x 18" x 18".

The packages were not delivered on time but was also lost for 5 weeks thereafter.

United Parcel service denied any wrong doing by stating that they had no record of these packages being picked up from the sender Dr. Deniz Pirincci and that the tracking number for tracing this package belonged to a lumber company in Leroy, New York, called Millworks of Leroy whom after repeated phone calls obviously denied any relationship to this problem.

Finally after repeated complaints to managers Cleo House and Brenda Morris at UPS's corporate offices and more complaints to the Interstate Commerce Commission,

Better Business Bureau and more threats of lawsuits, approximately six weeks later UPS seemed to accept responsibility. When packages were finally delivered unexpectedly and left with Jay Pirincci's doorman, everything had been stuffed and jammed into one box, 16" x 16" along with one of the torn original boxes inside. Many of the contents were missing. The pieces that did arrive was damaged, damp, soiled, and dirty. A list is attached.

Athough accepting damages and providing a written apology, UPS refused payment for this claim over $100 because there was no insurance purchased by the sender. A complaint was filed on April 17, 2006 in Miami Dade County Court against UPS. During the initial hearing on February 21, 2007 Judge Caryn Schwartz stated that the filed complaint was lost where the Plaintiff Jay Pirincci offered a copy for the record, a copy that was presumed to be complete but later discovered to be incomplete. The court also overruled a request for dismissal by UPS. The following six months involved a series of postponements

and a substitution of attorneys by UPS where a hearing was scheduled for September 21, 2007. After a request was made to the court by the plaintiff to subpoena witnesses from UPS as additional proof of UPS's deceptive acts and unfair one-sided contracts and where a false written document and statements were submitted to the court by UPS regarding D. Pirincci's account with UPS and the many false pickups by UPS about the same time of the original pickup, the court still refused to consider any of the plaintiffs evidence and proof and any request for further evidence and subpoena basing their decision solely on a mere bill of lading by UPS ruling that the Carmack Amendment governed. After denials by the Court of Appeals who only seem to be concerned with supporting their fellow judges, the appellant Jay Pirincci's argument is that as stated below the court rendered an incorrect ruling where because of UPS's many deceptive acts, unfair and fraudulent contracts and practices, the court's negligence in allowing key pieces of evidence, existing and newly discovered, the many discrepancies

and inconsistencies in the submitted evidence and other circumstances along with the many laws and statutes that supersede the Carmack Amendment in this case because of the previously stated conditions, the Carmack Amendment does not apply to this case.

REASON FOR GRANTING THE PETITION

A-The courts were incorrect in finding that the .....13 appellants recovery of damages to delivered materials by the carrier United Parcel Service was limited by the Carmack Amendment which was based solely on a UPS Bill of lading since the court never considered plaintiff's argument that UPS's Deceptive acts and the Federal Trade Commision's Deceptive and Unfair Practices Acts disallow the Carmack Amendment's application to this case.

B-The court was incorrect in finding that the .....18 appellants recovery for damages to delivered materials by the carrier United Parcel Service was limited by the Carmack Amendment which was based solely on a UPS receipt or bill of lading since the court never considered plaintiff's argument that UPS's Unfair and Unreasonable Contracts and the Federal Trade Commission's Deceptive and Unfair Practices Acts disallow the Carmack Amendments application to this case.

C- There is newly discovered evidence in addition to 32
existing evidence to support appellant's argument that
was not allowed or disregarded in court.
D- Missing information, a copy of pickups by.....33
UPS was not introduced into evidence in the court
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E-There is a discrepancy in the evidence submitted 34
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presented by the plaintiffs. The original and copies of the
same receipts do not match.
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(Judge Caryn Schwartz) lost plaintiffs documentation,
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plaintiff believes that some copies have been missing for
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H-There are applicable laws such as Federal Trade.....34
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as well as statutes from the Interstate Commerce Act that were not cited in prior arguments that will clearly change, alter and convert the court's opinions and decisions in this case.

I-Forms and procedures which is of minor significance ..35 when compared to the truth and evidence in this case and any other case should not effect or alter the truth and justice in the court system. All courthouses have only one symbol and message on the walls behind the judge's benches. "WE ONLY SEEK THE TRUTH".

J- The appeals courts were also incorrect in affirming...36 the lower courts ruling since if the Carmack Ammendment did apply, it can only be heard in federal court and the Florida state laws and the Interstate Commerce Act allows shippers to be reimbursed for damaged goods up to it's full value.

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ARGUMENT

A- The court was incorrect in finding that the appellants recovery for damages of shipped materials by the carrier United Parcel Service was limited by the Carmack Amendment which was based solely on a UPS receipt since the court never considered plaintiffs argument that UPS's deceptive acts disallow the Carmack amendments application to this case. Plaintiff had stated this argument numerous times in court and in his briefs and was the basis for most of his arguments.

UPS denied receiving any package from the shipper. Their only record of this receipt or bill of lading for a shipper was to a lumber company in Leroy New York. The Lumber company had no record or inkling as to the claim. After weeks of complaints to supervisors Cleo House and Brenda Morris, complaints to the Interstate Commerce Commission, Securities and Exchange Commision, Better Business Bureau, even the police and threats of laws suits UPS was forced to admit that they did receive a package with that particular receipt number never mentioning any

details of where it was picked up or where it was being delivered but only very brief conversations with supervisors with no commitments or details.

They never accepted responsibility of damages. Only a computerized letter with a simple apology for the inconvenience two months later. After the missing packages were found, it was suddenly delivered to Miami out of nowhere and left with Jay Pirincci's door man. Some of the items were merely stuffed in a wet box. Other items were simply missing. The goods were re-packaged and stuffed in one wet box as if nothing had happened. Their acts was malicious and deceptive in order to evade responsibility.

In addition, at the second hearing Judge Schwartz allowed the defendants attorney to submit evidence, a roster of 5 scheduled pickups showing an account number for UPS from Dr. Deniz Pirincci's office one after another from October 3rd to the 7th of 2005 which were all false, all lies except for the one and only pickup on October 6. There has never been five pickups in a row at Dr.

Pirincci's office. They rarely send packages from that office maybe once every few years if that. Dr. Pirincci does not have an account with UPS and have not been served with multiple notices as UPS has stated but not provided any evidence of proof other than the false documents presented by UPS's attorney at the hearings. This is more of UPS's deceitful acts without considering the remaining arguments none of which were ever considered. This is easily confirmed simply by allowing UPS's records to be submitted by a supbeona which was presented to the court by Plaintiff but not allowed.

Shipper was not precluded by the The Carmack Ammendment from seeking punitive damages from motor carrier for alleged unfair or deceptive acts or practices in moving household goods. Interstate Commerce act 49 $ 14706 See Sokhos vs. Mayflower Transit, Inc. D.Mass, 1988, 691 F.Supp, 1578. "

Claim against carrier for deceptive acts and practices

was based not on loss of property but on carriers actions in investigating and responding to the shippers claim and was not preempted. See Mesta v. Allied Van LinesIntern., Inc., D. Mass 1988 695 F.Supp. 63. This is exactly what happened. UPS responded in a deceitfull and unfair manner rejecting any claim of shipper for 6 weeks, lying during discussions and creating false documents to support their deception.

There is no time limit on deception for it to be considered deception. There is no law that states that deception is considered deception only after a specific period of time. Deception is deception no matter what the duration, one minute, one month or one year or longer, in this case deception did not end in 6 weeks when UPS sent an apology but still deceptive since the submitted evidence or account of pick-ups by UPS is still as false as ever.

49 U.S.C.A. 10103,10730, 11707 also states that Shipper by signing bill of lading has accepted limitation of liability by the Carmack amendment absent evidence of fraud and bad faith.

After presenting arguments Jay Pirincci's verbal testimony, Deniz Pirincci's written testimony, and evidence of UPS records, falsified UPS receipts, pictures, phone records, etc. before Judge Schwartz and the court reporter, UPS stated that "there is no genuine issues of material fact, that it is not enough for the opposing party to merely assert that an issue exists". UPS submitted no evidence other than a Bill of Lading and a statement by an unknown employee who supposedly is familiar with these circumstances.

Plaintiff had presented a Subpoena to the court to serve on UPS employees with proof of service to verify testimony, evidence and accusations of plaintiffs or appellants but the court did not allow plaintiff to present this evidence accepting verbal protective orders without any recorded written orders and accepting UPS's argument again as this case "showing no genuine issue as to material facts" followed by comments in court as "it's the law".

B-The court was incorrect in finding that the appellants recovery for damage of shipped goods by the carrier United Parcel Service was limited by the Carmack Amendment which was based solely on a UPS receipt since the court never considered plaintiff's argument that UPS's unfair and unreasonable contracts that does not establish reasonable value for shipped goods disallows the Carmack Amendment's application to this case. Plaintiff had stated this argument numerous times in court and in his briefs and the basis for one of his arguments. The court never discussed, considered, addressed or ruled on these facts and that this evidence regarding United Parcel Service's unfair, unreasonable contracts and methods of operation actually existed nor would the court allow this evidence despite the numerous times that they were made aware to the court in plaintiffs statements, written testimonies, records (including telephone), briefs and the subpoenas that was submitted to court and served upon UPS. The Limitations of Liability clause is enforceable in regard to carrier liability if the clause is a result of fair,

open just and reasonable agreement between carrier and shipper. Interstate Commerce act 49 $ 14706 See Moherus Trading Co. v. United Parcel Service Co. N.Y. City Civ. Ct. 1993, 600 N.Y.S. 2d 898, 158 Misc. 2d 46

There was nothing fair, open, just or reasonable to the fact that UPS's terms and conditions must be observed and can only be comprehended after hours of reading over 100 pages on an internet website or after at least 7-10 minutes to read the very small illegible print on the reverse side of a receipt with a magnifying glass that basically refers to a website for further terms and conditions. There is nothing fair, just, open and reasonable about having the availability of 95% of the terms and conditions somewhere else other than with the driver at the time of pick-up or the availability of purchasing insurance for a higher value if the shipper is not given opportunity and time to see these rules, terms and conditions. This was an incomplete contract that the shipper felt pressured into signing. Merely having the availability of the terms and conditions at another

location is not synonymous with having offered or presented these terms and conditions to the shipper for observance and agreement at the shipper's location or having been given the opportunity to purchase additional insurance. The driver was too busy to make any attempts to guide or point out this information to the shipper. There was no agreement between shipper and carrier if the relationship between the shipper and carrier was not fair, open, just and reasonable.

"Constructive notice" as cited by UPS where the terms and conditions of the carrier are properly published and made available in different locations for people to review especially on the internet is not a valid argument since most people are not familiar with legal language which is confusing and usually incomprehensible compared to layman's terms. Not all people have access to a computer and very few people are capable of analyzing legal language and situations. This is why when someone calls the courthouse for legal advice, they recommend contacting a lawyer. If people are expected to read pages

and pages of legal language in small print and contact a lawyer for advice every step they take, every time they have to make a decision on purchasing a product or service, in this case the shipper having to read approximately 120 pages in less than two minutes which is the time an UPS employee takes to pick up a package or packages, that would defeat the purpose of businesses serving the public offering them the advantage of lower prices but are also able to downgrade or diminish the quality of that service with deceitful and unscrupulous behavior. If that much time and effort has to be devoted to decision making the economy would collapse. It is unfair, unreasonable, irrational and impractical to expect that a shipper be required to read approximately 120 pages of a contract that is not even an original contract at a moments notice within two minutes or even if shipper had the time just to ship two simple small boxes. It is the trust of the public that makes the economy work and businesses successful. The more trust, the faster and more efficient is that economy. If that trust is broken, it is

only a matter of time before people become disillusioned and the faster businesses will fail if allowed by the courts. The lower courts have supported UPS not because it is what the law states but for the cause of promoting business. The courts should not support corporations with billion dollar incomes and high priced lawyers to evade their responsibility for doing business that is based mostly on trust and not on the legality of the situation or any particular act. The courts should not allow UPS to abuse that trust in this case or continually in others as well if the argument by UPS that the "courts as a matter of fundamental fairness routinely enforcing carriers limitation of liability" is a defense for their deceitful, unscrupulous and unfair actions. If routine enforcement is the defenses case, then the laws have no meaning whatsoever.

Re: Limitations of Liability and the Opportunity to Insure at a Higher Rate.

The sender must be given opportunity to review the terms and conditions associated with the opportunity to insure

at higher rates. Interstate Commerce act 49 $ 14706 See Moherus Trading Co. v. United Parcel Service Co. N.Y. City Civ. Ct. 1993, 600 N.Y.S. 2d 898, 158 Misc. 2d 46 The defendant did not give shipper, Deniz Pirincci opportunity to obtain shipper's agreement as to choice of liability because he wasn't given any time to view the terms and conditions of liability on the UPS website or on the reverse side of receipt by the UPS driver. The procedure would have taken hours to view.

- The defendant wasn't given reasonable opportunity to choose between two or more levels of liability because again he wasn't given any time to view the terms and conditions on the UPS website or reverse side of receipt.

- The UPS employee gave no time to the shipper for viewing the UPS terms and conditions nor did he give any explanation of these terms and conditions. The employee came in a hurry and left in a hurry without any opportunity for the shipper to question any of these terms as stated in the document signed by Deniz Pirincci. Clearly there was no reasonable notice given as

stated by plaintiff or shipper. Therefore the carriers liability should have been extended to the full value of the damaged goods and including punitive damages.

Interstate Commerce act 49 $ 14706 See "Sokhos vs. Mayflower Transit, Inc. D.Mass, 1988, 691 F.Supp. 1578. If limited value is declared by carrier or defendant, it must be clear that the shipper was specifically aware of the provisions, rules and regulations offered by UPS. The driver never mentioned that these rules, terms and conditions can only be accessed by the internet and understood after hours of reading over 100 pages of documents or an incomplete small portion of the terms was available on the reverse side of the receipt which basically refers to the website. The shipper was handed a document in an excited and hurried condition stating "sign here" and rushed into signing the UPS slip for fear that the driver would leave having to wait to the next day. No UPS driver has ever waited for shipper to read the terms and conditions of any contract. Customers cannot be expected to have knowledge of terms and conditions of

a contractual document that published on a website that can be changed, altered or modified at anytime and is only in the possession of one of the participants in that civil contract. If both participants in a contract are required to have a copy of the contract to insure that everyone involved has knowledge of the entire list of terms and conditions without the ability of one to alter the conditions without the knowledge of the other, constructive notice as it is referred to again defeats the purpose of fundamental fairness. The shipper was rushed into signing an incomplete contract which invalidates this agreement.

The defendant states that reference is allowed to another location for details of a contract. The appellant states that he must be given time and opportunity to access the details of the transportation contract. Plaintiff has stated over and over the driver was too busy to allow Deniz Pirincci any time to read the additional terms of this contract on the internet or anywhere else it may have referred to as explained above. The agent simply rushed

him on staring and intimidating him by mentioning that he needed to leave for his other stops by saying "I have a lot of stops today. I need to go" as confirmed by Dr. Deniz Pirincci. Although intimidation is not a part of the terms and conditions of UPS's contract, UPS has policies that rush and intimidate clients into signing contracts without allowing them opportunity to read there terms and conditions since they are more concerned with picking up the next package and completing their daily schedule. Clearly there was no reasonable notice given as stated by plaintiff or shipper. Additionally:

-The small print on the UPS receipt and their website is very difficult to read especially if one needs to read it carefully and quickly while the UPS agent is rushing the shipper into signing the receipt. Why does UPS feel they need to write any of their terms and conditions in small print when they have unlimited space
on the internet unless they want to get away with something. Small print is only necessary when there is a limitation in space. They already have approximately 120

pages of terms and conditions but unlimited space available on the internet. It's not like they will save in copy costs. Interstate Commerce act 49 $ 14706 See- Acro Automation Systems Inc. v. Iscont Shipping LTD. D. Md. 1989, 706 F Supp. 413

Moherus Trading Co. v. United Parcel Service Co. N.Y. City Civ. Ct. 1993, 600 N..Y. S. 2d 898, 158 Misc. 2d 46

Interstate Commerce Act 49 $ 14706 : The value can be limited by carrier if that value would be reasonable under the circumstance surrounding the transportation. $100 is not a reasonable value for a laptop computer, software and CD programs, suits, shirts, business documents and irreplaceable documents that was a part of an invention and an idea book especially under deceptive and unfair circumstances conspired and contrived by UPS. The carrier UPS states that no value was declared.

-Motor Carriers Etc. Ch. 147 49 14706

Again: The driver never mentioned that 95% of UPS's rules, terms and conditions of their contract can only be accessed by the Internet and understood after hours of

reading over 100 pages of documents and that only a very small portion of these terms was on the reverse side of the receipt. The shipper was rushed into signing an unfair UPS document for fear that it might be postponed or delayed indefinitely since there is no other provider of this type of service or for this size of package in that area especially for that particular time of the week. "Constructive Notice", allowing the referral to another location for terms and conditions of a contractual agreement is a one sided agreement and is not a just contract and a fair method of conducting business. All documents, original and copies with all the participants signatures should be available and accessible to all the participants of a contract at all times as in all other contracts. This is an unreasonable and unfair contract. A transporter's job is also to guide and provide advice on it's methods of operation. UPS cannot assume that simply handing a small slip to be signed that the shipper has been made aware of all the parties contractual obligations. The shipper was given inadequate advice or

no advice at all. In the declaration establishing value, shipper must be aware of the provisions in the tariff and bill of lading for Carmack Amendment to apply.

Bio-Lab, Inc. v. Pony Express Courier Corp., C.A. 11 (Ala.)1990, 911 F. 2D 1590

These arguments explain how the four steps were not complied with in order for the Carmack Amendment to apply.

In addition:

-Nowhere in the UPS terms and conditions does it state that not declaring a value automatically limits the damages to $100. The appellant also argued that any signatures by sender on the shipping tariff or document does not imply the acceptance of any of the terms and conditions since the agent in charge of pick-up did not explain that that 95% of the terms and conditions is on a website in cyberspace. The shipper should have been given a copy of the contract to have in his possession. That the wording on the shipping document is small and difficult to read where the sender could not decipher it's

full contents at the time of pickup and that a signature does not mean the acceptance of terms and conditions stated on another document in somewhere in cyberspace on a website where the wording is just as small and illegible.

This contractual agreement that UPS has created is unconscionable and one sided. It can be altered at anytime by UPS without the knowledge of the customers that they serve.

Again unreasonable and unfair contracts and practices preclude the Carmack Amendment from applying to limit the responsibility of a carrier. Interstate Commerce act 49 $ 14706 See Moherus Trading Co. v. United Parcel Service Co. N.Y. City Civ. Ct. 1993, 600 N.Y.S. 2d 898, 158 Misc. 2d 46 Plaintiff repeatedly spent money, time and effort to convey this Information along with supportive evidence that includes pictures of damaged materials, names and times of contacts consisting of UPS employees and other records of events, subpoenas and affidavits of service to question UPS employees and

gather testimonies for judges to make a fair, informed and balanced decision but was continually disregarded or disallowed by judges unfairly disregarding or allowing verbal protective orders by opposing attorneys. After presenting arguments, testimony and evidence of pictures, phone records, etc., UPS again stated that there is no genuine issues of material fact, that it is not enough for the opposing party to merely assert that an issue exists. UPS submitted no evidence other than a Bill of Lading and a statement by an unknown employee who supposedly is familiar with these circumstances. Appellant had presented a Subpoena to the court to serve on UPS employees with proof of service to verify testimony, evidence and accusations of plaintiffs or appellants but the court did not allow plaintiff to present this evidence accepting verbal protective orders without any record of written orders and allowing UPS to refer to it with case law as this case "showing no genuine issue as to material facts" followed by comments in court as "it's the law". JUDGES could not have rendered a fair and

informed DECISION or opinion without the proper evidence that was not allowed to be presented in court. The court disregarded the submitted subpoena and the evidence and testimony presented in court. There are four steps a carrier must take to limit it's liability under the Carmack Amendment. 1) maintain tariff within guideline of I.C.C. 2) obtain shippers agreement as to choice of liability 3) give shipper reasonable opportunity to choose 4) issue a receipt. UPS complied with only two. (#1, 4). See appendix –Applicable Laws and Statutes.

C- There is newly discovered additional evidence to support appellants argument.

According to the Florida Rules of Court, Florida Evidence code 90.104 "A court may predicate error, set aside or reverse a judgment on the basis of admitted and excluded evidence when a substantial right of a party is effected. When the ruling is one excluding evidence "

Laws 2003, c. 2003-259 "If the court has made a definitive ruling regarding admitting or excluding evidence a party

a party need not renew an objection to preserve a claim.

The judges have accepted a mere simple receipt by UPS as evidence enough to render a quick decision but will not consider the many pieces of evidence and the subpoenas to support that evidence with additional facts and proof to verify, confirm and support plaintiff's case.

D- Missing information and a copy of plaintiffs subpoena which the appellant had presented the court for questioning of UPS employees and gathering more pertinent information with their affidavits of service was not in the court file. More missing information, a copy of pickups by UPS was not introduced into evidence in the court file despite being presented in court. This evidence is another attempt by UPS to deceive the plaintiff and the court which was intentionally kept from the court record and file despite being noted, argued and presented to the judge and plaintiff in court. Appellant wishes to use this court to supplement the file with these missing items and request that all evidence be reviewed.

E- There is a discrepancy in the evidence specifically receipts or bill of lading presented by UPS versus receipts presented by the plaintiffs. One receipt has a signature where as another has no signature. Original receipts from both sides needs to be analyzed in court.

F- Certain copies of information in the court file have not been served on the plaintiff. Pages 000021-000030 a marked up copy citing the statute Sergus vs. Landair was the basis of the judges decision on September 21, 2007.

G- Since the judge in the lower court (Judge Caryn Schwartz) lost plaintiffs documentation, briefs, pictures and other pertinent information, and where copies were made at the hearing for the file, plaintiff believes that some copies have been missing for review by the judge and the appellant judges and therefore requests an inventory of all the evidence in the file to be reviewed again.

H- There are applicable laws specifically the Federal Trade Commision's Deceptive and Unfair Practices Acts (see appendix- a complaint has already been registered)

as well as statutes from the Interstate Commerce Act that were not cited in prior arguments that will clearly change or alter the court's opinions and decisions in this case.

I-Forms and procedures should not effect or alter the truth and justice in the court system. All courthouses have only one symbol or message on the walls behind the benches. "WE ONLY SEEK THE TRUTH".

Plaintiff may not have followed completely or strayed from the prescribed or recommended procedures of court processes however it is the court's duty, obligation and responsibility to insure that all evidence is presented in order for judges to render an informed and fair decision. Negligence, carelessness, forgetfulness nor the unfamiliarity with certain forms or procedures should not prevent the introduction of pertinent information that will allow the fair application of the law and the just determination of the truth. All briefs have been organized in a manner that will make it as

easy and convenient as possible for judges to understand the court actions as well as references or citations of laws

but may have informalities. If the courts take plaintiff's money and if it's only a matter of forms or procedures, the courts should have allowed the evidence to be entered at that time. Plaintiff begs the courts indulgence in order to seek the truth, by allowing evidence without the obstructions of mere insignificant formalities.

J- The appeals courts were also incorrect in affirming the lower courts ruling since if the Carmack Ammendment did apply, it can only be heard in federal court and that under Florida state laws (" Reed v. Aaacon Auto Transport, Inc, C.A. 10 (N.M.) 1981, 637 F. 2nd 1302."and the Interstate Commerce Act damages for shipper's goods are allowed to be recoverable or reimbursed up to it's full value.

CONCLUSION

Plaintiffs Jay and Deniz Pirincci has made some serious accusations and therefore respectfully requests that this court re-examine the existing evidence that was disregarded, to allow all the new and old evidence to be submitted to the court by honoring the original subpoenas

that was disallowed and by allowing a new subpoena if necessary to supplement the court files with the missing information and evidence in order to be reconsidered and re-examined, to reconsider the arguments and supportive laws presented and in the interest of justice to overturn the lower courts ruling.

It is the plaintiffs position:

1 - that because of defendant's deceptive acts and unfair, unreasonable contracts deliberately designed and intended to mislead and illegal, malicious sales tactics, UPS has committed fraud. UPS has deliberately denied servicing the plaintiffs and deliberately presented false information in court to evade responsibility which their attorneys have knowingly supported and promoted. Plaintiff has conveyed all their trust in the highest court in the land where truth matters more than politics. Evidence of deceit and unfair practices are much more significant than merely citing the right laws or implementing the proper forms and procedures. The courts were established to seek and uncover the truth in

the most efficient and simplest way possible, not to create a set of convoluted and puzzling methods to confuse citizens in order to insure an income for attorneys. This is why the supreme court provides an indigent form to simplify this whole procedure which no other court offers. Maybe lower courts are suggesting that citizens should not have the same access to their judicial system as attorneys do.

2-that the defendants argument that the Carmack Ammendment supersedes all other laws was incorrectly applied since any deception, as well as any unfair and unreasonable contracts along with not abiding by the four required steps to limit liability preclude the Carmack Amendment from applying. Providing a service to the public with low prices does not allow the provider, UPS to commit deceptive acts and use unfair contracts where 95% of the terms and conditions are clearly someplace else and to employ illegal sales tactics to take advantage and pressure a prospective client in a time of need and emergency. UPS as large a company as

it is cannot simply assume that everyone has had experience using their services and has always been familiar with their 100 pages or more of terms and conditions only on a website which a full copy is never given to their clients merely because of it's popularity. This is not a case of simply failing to read the contract and that posting "constructive notice" as the defendant states is a shallow defense that needs to be addressed and changed by the courts and that the court rule in favor of plaintiff confirming the unfairness of UPS's misleading contracts and illegal sales tactics to insure a much more fair-minded, just and equal contract between transporters and their clients.

3-The evidence presented shows evidence of tampering where receipts from plaintiff and defendant are inconsistent and do not match. In addition; evidence presented by UPS and their attorneys show a computerized statement of false information of pick-ups 5 days in row prior to and after the original pick-up date deliberately falsified and made up to show that the

Plaintiff Dr. Pirincci was familiar with UPS's practices where in reality he has rarely shipped packages from his office and if so, he did years ago from an unknown carrier. This piece of evidence was presented in court where a copy was given to the plaintiff but does not appear in the inventory of evidence. UPS denied the original receipt and stated it was traced to a lumber company in Batavia New York and not Dr. Pirincci which was part of a number of fraudulent and deceptive tactics used to evade responsibility. Plaintiff requests that an inventory of existing evidence be taken to insure that all the evidence and documentation is available for the courts to render a fair, informed and balanced opinion.

4-that there has been an obstruction of justice, a withholding of evidence, misconduct by the defendants attorneys and the judges and therefore a mistrial. This is not a mere mistake or negligence in decision-making but a malicious attempt to dissuade a prose plaintiff from pursuing this case in court by creating an atmosphere of confusion for the plaintiff where evidence has been

intentionally disregarded and disallowed to enter the court system and in some instances lost intentionally despite many attempts by the plaintiff to submit them.

This case is not about two citizens who are indignant or resentful for the actions of a large multi-billion dollar corporation. This case is about honest businessmen who expect the same honesty from all the other companies they do business with.

5-that the court rule in favor of plaintiff and impose their judgement on determining punitive damages for UPS's deceptive acts by not restricting lower court's limitations on money damages bearing in mind that punitive damages caused by deceptive acts have no limits on monetary value.

6-This is a simple case to assess. There is no issues here regarding freedom of speech, right to bear arms, voting rights, unreasonable search or seizures or any other much more significant matters of liberty and justice. All plaintiff requests is that the court review three facts

which is the basis of their argument.

A -Deception is deception and although it may not be as significant as any of the major issues and circumstances that originally led to the creation of the constitution as stated above, they still are as significant and noteworthy of this courts attention since it effects every citizens rights in the transportation of goods in this country. However what's most important is that this can all be proven by the submitted documents and confirmed by any additional documentation and testimony if the court would only take the time to examine the evidence and allow any of the supportive evidence. Who would know the truth more than the people involved in the acts, their testimony and the evidence..... if allowed to be submitted.

B-Unfair contracts and sales tactics employed by UPS which will be confirmed by UPS's documents and their procedures and sales tactics if this court decides to review the arguments and evidence.

C- JUDGES could not have rendered a fair and informed DECISION or OPINION without the proper evidence that

was not allowed to be submitted to the court. The lower court disregarded the arguments, subpoena, the evidence and testimony presented to the court. If necessary, since Florida statutes allow with an amendment a trial by jury after a waiver of trial by jury this case can be tried in a court of law.

Again:

This case is not about two citizens who are indignant or resentful for the actions of a large multi-billion dollar corporation. This case is about honest businessmen who expect the same honesty from all the other businesses they do business with. After 4 years not one judge, whether it be in the original court or the appeals courts felt any need to ask not even one question regarding this case, it's details and what really happened. I hope and trust you will. This is the supreme court where truth has to matter. Not politics or protective orders and delay tactics. I have presented arguments and cited laws as support. If these laws are

not applicable, I would like the court to elaborate on why.

So far the lower courts were unconcerned, discriminatory and only concerned about moving things along. After all plaintiff has no attorney. They wouldn't know the difference. We have no profound statements or any breakthroughs in perception or insight but just the same old concept that has determined progress for thousands of years. Trust. We are hoping that the courts support of our accusations will be an endorsement of this one and only detail that matters in society if it is to progress. No matter how many laws there are or how strict they become, it is the trust among people that will determine progress and the advancement of society. It's not the 120 page contracts or the number of attorneys needed for every step we take that will make the difference but the trust we have in each other. Your supportive decision will preserve that trust in society. How much does trust matter in today's society. It's easy to change one's mind or words on a piece of paper. Most of education today deals with just that. Sociologists, journalists, politicians, psychologists, attorneys, brokers, managers and even

artists. The social sciences and management. Try committing to creating or manufacturing a three dimensional product that will improve society. Technology is where everything begins. Most people quickly realize that it's a very difficult task, creating a product especially with the many regulations and approvals a producer has to abide by. The above occupations are not knowledge, education or creativity but just mere manipulation, control and sales commissions. In order to insure that this country continue to create products to remain not only competitive but knowlegable, educated and informed especially in a global environment, this court must take the responsibility in directing, guiding and leading people back in that direction relieving their fears of creating products and the possible conflicts that may be associated with it. This court's decision must leave them with the positive belief that people can trust each other because our justice system is not there to dissuade them with more regulations but available to everyone to back them up as in cases such as this.

COURT REPORT

Transcript of Testimony of Parties Involved

APPENDIX

APPENDIX A – Decision of State Supreme Court dismissing case having determined the court is without jurisdiction.

APPENDIX B- Decision by Third District Court of Appeal of Florida denying appeal

APPENDIX C- Decision by Circuit Court of The Eleventh Judicial Circuit of Appeal denying appeal

APPENDIX D- Decision by County Court in and for Miami Dade County

SUPREME COURT OF FLORIDA

MONDAY, JUNE 1, 2009

CASE NO; SC09-807

LOWER TRIBUNAL NO(S) 3D08-1620
06-7758
07-490AP

JAY PIRINCCI VS. UNITED PARCEL SERVICE ET AL.

PETITIONER RESPONDENT

HAVING DETERMINED THAT THIS COURT IS WITHOUT JURISDICTION, THIS CASE IS HEREBY DENIED

NO MOTION FOR REHEARING WILL BE ENTERTAINED BY THE COURT

A TRUE COPY

TEST

THOMAS D. HALL

CLERK, SUPREME COURT

SERVED;

JAY PIRINCI

MICHELLE BARTON KING

HON. GISELA CARDONNE ELY , JUDGE

THIRD DISTRICT COURT OF APPEAL

STATE OF FLORIDA, JANUARY TERM, A.D. 2009

OPINION FILED APRIL 01, 2009

NOT FINAL UNTIL DISPOSITION OF TIMELY FILED

MOTION FOR REHEARING

NO. 3D08-1620

LOWER TRIBUNAL NO. 07-490AP

JAY PIRINCCI ET AL

PETITIONER

VS,

UNITED PARCEL SRVICE

RESPONDENT

ON PETITION FOR WRIT OF CERTIORARI TO THE

CIRCUIT COURT FOR MIAMI-DADE COUNTY,

APPELLATE DIVISION, GISELA ELY, GERALD D. HUBBART

AND VICTORIA SIGLER JUDGES

BEFORE WELLS, ROTHENBERG, JJ, AND SCHWARTZ

SENIOR JUDGE.

PER CURIAM

DENIED

IN THE CIRCUIT COURT OF

ELEVENTH JUDICIAL CIRCUIT

IN AND FOR MIAMI-DADE COUNTY, FLORIDA

APPELLATE DIVISION

CASE NO. 07-490 AP

LOWER COURT CASE NO.

06-007758-CC23

JAY PIRINCCI & DENIZ PIRINCCI

APPELANT

UNITED PARCEL SERVICE

APPELLEE

OPINION FILED; MAY 5, 2008

AN APPEAL FROM THE COUNTY COURT FOR

MIAMI-DADE COUNTY, FLORIDA JUDGE CARYN C.

SCHWARTZ LOWER COURT JUDGE

JAY PIRINCCI PRO SE

MICHELLE BARTON, FOR APPELLEE

BEFORE GISELA ELY, GERALD D. HUBBART, VICTORIA

SIGLER JJ.

PER CURIAM

AFFIRMED

IN THE CIRCUIT COURT OF

ELEVENTH JUDICIAL CIRCUIT

IN AND FOR MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO. 06-007758-CC23

JAY PIRINCCI & DENIZ PIRINCCI

APPELANT

UNITED PARCEL SERVICE

APPELLEE

FINAL JUDGEMENT

ACCORDINLY FINAL JUDGEMENT HEREBY ENTERED IN FAVOR OF PLAINTIFF JAY PIRINCCI SUCH THAT PLAINTIF JAY PIRINCCI SHALL RECOVER FROM DFENDANT UNITED PARCEL SERVICE THE PRINCIPAL AMOUNT OF $200.00 AND IN ADDITION COURT COSTS IN THE AMOUNT OF $455.55 THAT SHALL BEAR INTEREST AT THE RATE OF 11% PER YEAR FOR WHICH LET EXECUTION ISSUE.

JUDGE CARYN SCHWARTZ

Supreme Court, U.S
FILED
OCT 27 2009
OFFICE OF THE CLERK

IN THE

SUPREME COURT OF THE UNITED STATES

JAY PIRINCCI

DENIZ PIRINCCI (Petitioners)

NO: 09-361

Vs.

UNITED PARCEL SERVICE (Respondent)

On Petition For Writ of Certiorari
To The Florida State Supreme Court
Supplementary Brief

CORRECTED COPY

TO BE RECOVERED

Jay Pirincci
Deniz Pirincci
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QUESTIONS PRESENTED (ADDITIONAL)

1- Motor carriers specifically delivery service providers, despite using and deceptive acts, unfair contracts and illegal sales tactics has been able to take advantage and deliberately hide behind federal statutes, specifically the Carmack Amendment to circumvent and limit their responsibilities to their customers in situations where there are damaged goods and materials in providing delivery services.

2- Should law-abiding, honest businessmen accept unscrupulous, deceptive behavior, unfair contracts and illegal sales tactics by other businesses and the courts support their behavior and tactics in order for the general public attain discounted rates especially in the transportation industry.

A- Is the concept of "constructive notice" a fair method of promoting business.

B- Is the routine enforcement of the Carmack Amendment for the promotion of business a just method for conducting business.

3- Do businesses that employ companies in the transportation of their goods entitled to honest services under the mail and wire fraud statute.

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CONSTITUTIONAL AND STATUTORY PROVISIONS

1- Portions of the Carmack Amendment, a federal statute, that deal with deceptive acts, fair, open, just and reasonable contracts, constructive notice and providing a reasonable opportunity to choose between levels of liability or value.

2- Portion of the wire and mail fraud statute that deal with "honest services", 18 U.S.C. US code –Section 1346- for the purposes of this chapter the term "scheme or artifice to defraud" includes a scheme or artiface to deprive another of the intangible right of honest services."

REASON FOR GRANTING THE PETITION

The courts were not only incorrect in finding that the appellants recovery of damages to delivered materials by the carrier United Parcel Service was limited by the Carmack Amendment but additionally the "honest services" portion of the mail and wire fraud statute precludes the Carmack amendment and any other protective statute from applying.

Since UPS conducts it's business primarily from the use of the telephone and internet, and the remaining by mail, the honest services provision of the mail and wire fraud statute would extend to this case.

The following is the "honest services" that were deprived; UPS deliberately and maliciously schemed and conspired to limit their losses in cases of damaged goods during delivery by hiding behind the Carmack Amendment, creating false documentation of deliveries to the applicant, Deniz Pirincci, to convince the court, using unfair and unjust contracts (constructive notice of rules and regulations on the internet which can be altered at any time by only one side UPS and which was recently changed without notice to anyone from 120 pages to 48 pages; still too long to be able to be read within a few minutes at the time of pick-up) and illegal sales tactics which was all explained earlier.

UPS uses the internet to post their unfair contracts that can be altered at anytime.

UPS uses the telephone for ordering and confirming pickup dates.

UPS uses the U.S. Mail system to send false and contrived information.

All of which is to further their scheme to provide less than adequate services to the public,

Any question of insurance whether UPS provided the opportunity to choose a higher level of liability is inapplicable since any failure to secure insurance by the shipper does not relieve UPS of their duty to provide honest services.

The standards for honest services is not only the more than 20 years of examples of prosecution by government authorities and private enterprises but also the tradition of thousands of years of morals and rules from the experience of humanity, religious teachings and human nature; having the innate knowledge of knowing what's right and wrong. Honesty alone is a standard. It is unlimited at best and an expected minimum of fairness.

Trust is everything in the promotion of business or any other relationship. That trust should not be allowed to be violated in the interests of promoting business and for the overall well being of the economy. There is no other remedies for protecting and insuring integrity, honesty, truth and trust whether any economic harm was demonstrated or not in this case but the application of the honest services provision of the wire and mail fraud statute.

D.D.C. 1997 18 U.S.C. Sec. 1341, 1346- U.S. v Espy, 989 F.Supp. 1

C.A.6 (Ohio) 1988. 18 U.S.C.A. Sec. 1343 Hofstetter v. Fletcher,905 F.2d 897.Tel 362

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Villenava Madrid, 302 F. Supp. 2d 187 (S.D., N.Y. 2003)

No matter what law I've cited, strong, weak or even possibly inapplicable, or no law at all there is no laws or protective legislation that allows any entity to get away with deceptive acts, unfair contracts or any other dishonest services

CONCLUSION

The petition for a Writ of Centiorari should granted.

Respectfully Submitted

Oct. 26, 2009

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